

UNITED STATES BANKRUPTCY COURT

District of Delaware

PROOF OF CLAIM

Name of Debtor:
CENTRAL DIE, LLC

Case Number:
09-12451

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):
MODEL DIE & MOLD, INC.

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

Model Die & Mold, Inc., Attn: Gordon Brown
3859 Roger B. Chaffee, SE, Grand Rapids, MI 49548

Court Claim Number:
(if known)

Telephone number:
(616) 243-6996

Filed on:

Name and address where payment should be sent (if different from above):

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 82,250.00

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

Specify the priority of the claim.

2. Basis for Claim: Goods
(See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor:

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3a. Debtor may have scheduled account as:

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Describe:
Tooling Lien

Value of Property: \$ Annual Interest Rate %

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection: Statutory Lien

Amount of Secured Claim: \$ 82,250.00 Amount Unsecured: \$

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)

Amount entitled to priority:

\$

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

If the documents are not available, please explain:

Date:
8-7-09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

AUG 10 2009
BMC GROUP

JL French Automotive Castings
00026

BARNES & THORNBURG LLP

John T. Gregg
(616) 742-3945
john.gregg@btlaw.com

171 Monroe Avenue, NW
Suite 1000
Grand Rapids, MI 49503-2694 U.S.A.
(616) 742-3930
Fax (616) 742-3999

www.btlaw.com

August 7, 2009

VIA FEDERAL EXPRESS

JL French Automotive Castings, Inc.
c/o BMC Group
18750 Lake Drive East
Chanhausen, MN 55317

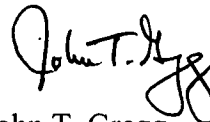
Re: *Central Die, LLC*
Case No. 09-12451

Dear Sir or Madam:

Enclosed for filing in the above-referenced case please find an original and additional copies of the *Proof of Claim* on behalf of Model Die & Mold, Inc. Upon filing, please time/date stamp the additional copies and return them to my attention in the enclosed self-addressed and stamped envelope.

Thank you for your assistance.

Very truly yours,



John T. Gregg

JTG/ml

Enclosures

GRDS01 JGREGG 385904v1

Central Die, LLC

** PURCHASE ORDER **
P123809 - 00

SUPPLIER

MODEL DIE & MOLD
3859 ROGER B. CHAFFEE MEMORIAL DR
GRAND RAPIDS MI 49548

SHIP TO

Central Die, LLC
20 Prestwick Drive
Glasgow KY 42141
USA

ORDER PLACED WITH

Job # 10800

PAGE 1

PHONE

(616) 243-9874
IN US DOLLARS

FAX

616-243-9874

BILL TO

Central Die, LLC
Accounts Payable
3105 South Taylor Drive
PO Box 1024
Sheboygan WI 53082-1024
USA

P.O. DATE	VENDOR	SHIP VIA	FOB DESCRIPTION	TERMS	DELIVERY DATE
5/19/09	MOD25	See Below on PG	SHIPPING POINT	NET 60 DAYS	SEE BODY
SPECIAL CHARGES	FREIGHT	BUYER	BUYER NUMBER		
		Deanne Davis 920-458-7724	401		

QUANTITY	UNIT PRICE	AMOUNT
<p>EQUAL OPPORTUNITY / AFFIRMATIVE ACTION The seller will comply with all provisions of Executive Order 11246 as amended, the provisions found in 41 C.F.R. sec. 60-741 (Disabled Persons) and sec.60-250 (Veterans), and all relevant rules, regulations, and orders of the Secretary of Labor</p> <p>ROUTING INSTRUCTIONS: For Freight greater than 100# Call for instructions:</p> <p>TAYLOR PLANT: ANN STONE 920-453-4357 GATEWAY: STEVE PITTNER 920-453-4489 GLASGOW, KY: KARLA ADAMS 270-651-8334</p> <p>FOR FREIGHT LESS THAN 100#'S USE UPS GROUND ACCOUNTS AS FOLLOWS: GLASGOW - PRESTWICK - 1W8E04 GLASGOW - AMERICAN - 70A94X NOVI - ALL - 1F9829 SHEBOYGAN - GATEWAY - 7XW228 SHEBOYGAN - TAYLOR - 588496 For any issues, please contact the buyer for further clarification. These new routing instructions supersede all prior routing instructions. Central Die Receiving Department requires that all shipments to Central Die locations have the purchase order noted on the shipping documentation.</p>		

RECEIVED
MAY 21 2009
By _____

PRIOR TO DELIVERY, ANY APPLICABLE HAZARDOUS MATERIAL SAFETY DATA SHEETS MUST BE PROVIDED. QUALITY OF THIS MATERIAL MUST BE IN CONFORMANCE WITH BLUEPRINT PER ANY ENGINEERING CHANGE NOTED BELOW.

- ALL PACKAGES, PACKING SLIPS, BILLS OF LADING, AS WELL AS INVOICE MUST BE PLAINLY MARKED WITH OUR ORDER NUMBER AND PART NUMBER AND THE LATEST BLUEPRINT REVISION.
- THIS PURCHASE ORDER MUST BE SIGNED AND RETURNED TO US PROMPTLY REGARDLESS OF ANY OTHER FORM SENT.

TOTAL

CONTINUED

BUYER SIGNATURE

Central Die, LLC

* PURCHASE ORDER *

P123809 - 00

SUPPLIER

MODEL DIE & MOLD
 3859 ROGER B. CHAFFEE MEMORIAL DR
 GRAND RAPIDS MI 49548

SHIP TO

Central Die, LLC
 20 Prestwick Drive
 Glasgow KY 42141
 USA

ORDER PLACED WITH

PAGE 2

PHONE

(616)243-9874
 IN US DOLLARS

FAX

616-243-9874

BILL TO

Central Die, LLC
 Accounts Payable
 3105 South Taylor Drive
 PO Box 1024
 Sheboygan WI 53082-1024
 USA

P.O. DATE 5/19/09	VENDOR MOD25	SHIP VIA See Below on PO	FOB DESCRIPTION SHIPPING POINT	TERMS NET 60 DAYS	DELIVERY DATE SEE BODY
SPECIAL CHARGES	FREIGHT	BUYER Deanne Davis 920-458-7724	BUYER NUMBER 401		

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<p>Central Die will return freight that is not accompanied by shipping documentation and the correct purchase order on it. Central Die will do so at the suppliers' expense. Suppliers are required to comply with QS 9000/TS 16949, ISO 14000, and 100% delivery conformance requirements. Corrective action is required in the event of non-conformance. Details can be found at http://ROUTINGGUIDE.JLFRENCH.COM</p> <p>JOE WALLSTEAD</p> <p>ITEM- CD117101 1 G/L ACCT- 131000300 VW JETTA BRACKET 06G 903 143 B MOVE CORE PINS PER POWERPOINT SENT 5/1/09</p> <p style="text-align: right;">DELIVER ON 6/02/09</p> <p>TERMS: NET 60 DAYS UPON SHIPMENT</p>	1.000 EA	7250.0000	7250.00

RECEIVED
 MAY 21 2009
 BY _____

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- THIS PURCHASE ORDER MUST BE SIGNED AND RETURNED TO US PROMPTLY REGARDLESS OF ANY OTHER FORM SENT.

TOTAL 7250.00


 BUYER SIGNATURE

TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE AND GOVERNING PROVISIONS.** This order is not an acceptance of any offer to sell but is an Offer to Purchase which may be accepted only by execution of the acknowledgement copy hereof by seller and return of such copy to Central Die, LLC. within ten (10) days from the date of this order set forth on the reverse side hereof, or by other expression of acceptance, including shipment hereunder. Failure to return within ten (10) days will designate your acceptance. Upon acceptance, this order shall constitute the entire agreement between the parties (except for any additional warranties given by seller), superseding any and all previous or contemporaneous communications and negotiations. Unless specifically agreed to in writing by Central Die, LLC., signed by duly authorized personnel of Central Die, LLC., no additional or different term or provision (except additional warranties given by seller) of any quotation, acknowledgement, invoice or other form supplied by seller shall become part of the contract not Withstanding Central Die, LLC.'s failure to specifically object to such terms or provision. The agreement of sale resulting from the acceptance of this order shall be construed and interpreted in accordance with the internal laws of the State of Wisconsin. Any controversy or claim arising out of or relating to this agreement of sale, the acceptance of it and any alleged breach thereof shall be considered a contract made in the State of Wisconsin and shall be governed by the laws thereof. The exclusive forum for deciding any disputes shall be the Circuit Court of Sheboygan County, State of Wisconsin.

2. **PRICE, DELIVERY AND CHARGES.** Delivery must be affected in the quantities within the times (which is of the essence), at the prices, and in accordance with the shipping and routing instructions specified in the face hereof, except that Central Die, LLC. shall receive the benefit of any price reductions by seller made effective after receipt of this order but before delivery. (Failure of seller to comply with such requirement shall entitle Central Die, LLC. in addition to any other rights or remedies, to cancel this order and be relieved of all liability for any undelivered portion. Any failure by Central Die, LLC. to exercise its remedies with respect to any installment shall not be deemed to constitute a waiver with respect to subsequent installments. Seller shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Central Die, LLC.'s delivery schedule, items received in advance of Central Die, LLC.'s delivery schedule may, at Central Die, LLC.'s option, be returned at sellers expense or be accepted and payment withheld until the scheduled delivery date.) Seller warrants that the price charged for goods or services covered by this order is the lowest price charged by seller to buyers of a class similar to Central Die, LLC., under conditions similar to those contained in this order, and that prices comply with applicable government regulations in effect at the time of quotation, sale or delivery. Central Die, LLC. will not be liable for any packing cartage, shipping, demurrage, ordinary wear and tear caused by routine unloading practices or other charges or any tax duties, customs or other assessments in connection with this purchase or delivery except such as are expressly set forth on the face hereof. The period of any cash discount offered by seller will begin at the time the goods or invoices are received (whichever is later) and not from the date appearing on the invoice.

3. **INVOICES.** A separate invoice in duplicate shall be rendered for each or for each shipment made on an order. All invoices, shipping memoranda, and bills of lading shall be dated and mailed on the day of actual shipment of the goods. No invoice shall be delivered by the seller to any employee of Central Die, LLC.; all invoices shall be mailed to Central Die, LLC. at its general office in Sheboygan, Wisconsin.

4. **DELIVERY DOCUMENTATION.** Every package, bill of lading, shipping memorandum and invoice must be marked With the Central Die, LLC. purchase order number. Two itemized delivery tickets bearing the Central Die, LLC. purchase order number must be left with the goods.

5. **INSPECTION.** All goods purchased hereunder shall be subject to inspection and testing by Central Die, LLC. at any reasonable time and from time to time before, during or after manufacture and delivery. Notwithstanding any payment that may be made no goods are to be deemed accepted until Central Die, LLC. has had a reasonable opportunity to inspect them. Risk of loss shall be upon seller until conforming goods are delivered to and have been inspected and accepted by Central Die, LLC. If any inspection or test is to be made on the premises of seller, seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. Central Die, LLC.'s inspection shall never constitute a waiver of the right of subsequent rejection by reason of any undiscovered or latent defect.

6. **WARRANTIES.** In addition to its standard warranty and/or service guarantee, seller warrants that all services shall be performed in a good and workmanlike manner and that all goods supplied hereunder shall:

- (a) Be free and clear of all liens and encumbrances goods and merchantable title thereto being in the seller;
- (b) Be free from any defects in design, material or workmanship and of good and merchantable quality;
- (c) Conform to Central Die, LLC.'s specifications or the sample approved by Central Die, LLC., as the case may be, or be fit for the known purposes for which purchased hereunder, and;
- (d) Comply and have been produced, processed, delivered and sold in conformity with all applicable Federal, State or other laws, administrative regulations and orders.

Except for goods supplied in accordance with Central Die, LLC.'s design seller also warrants that this sale or use of goods will not infringe or contribute to the infringement of any patent, copyright or trademark in the United States or elsewhere. The foregoing warranties shall survive inspection, delivery, use and payment and shall run in favor of Central Die, LLC., its successors and assigns and its customers whether direct or indirect.

7. **REMEDIES.** In addition to all rights and remedies provided by law, if any goods ordered hereunder shall be found to be unsatisfactory, defective or inferior in quality or not to conform to Central Die, LLC.'s specifications or any other requirements hereof (including sellers warranties), Central Die, LLC. may, at its option, retain such goods at an adjusted price, hold such goods at sellers risk and expense pending sellers specific instructions or return them to seller for replacement, credit or refund, as Central Die, LLC. shall direct. Central Die, LLC. shall be reimbursed by seller for all costs and expenses in connection with the storage, handling, packing and/or transporting of any such defective or otherwise nonconforming goods; and seller shall assume all risk of loss or damage in transit to goods returned by Central Die, LLC. pursuant hereto.

8. **INDEMNIFICATION BY SELLER.** Seller shall indemnify Central Die, LLC., its successors, assigns and customers (whether direct or indirect), against any and all losses, damages and expenses (including attorneys fees and other costs of defending any action) which they, or any of them, may sustain or incur as a result of any claim of negligence, breach of warranty, strict liability in tort or based on any other theory of law in connection with the use of the goods furnished hereunder or as a result of any claim that the goods or services furnished by seller fail to conform to or comply with any Federal, State, or local laws, regulations or standards. Except for goods ordered in accordance with Central Die, LLC.'s design or specifications, seller shall indemnify Central Die, LLC., its successors, assigns and customers (whether direct or indirect), against any and all losses, damages, and expenses (including attorneys fees and other costs of defending any infringement action), which they or any of them may sustain or incur in any action alleging that the sale or use of the goods ordered hereunder infringe or contribute to the infringement of any patent, copyright or trademark in the United States or elsewhere.

9. **FAIR LABOR STANDARDS CERTIFICATE.** Seller hereby certifies that all goods furnished hereunder have been produced in compliance with all applicable requirements of sections 6, 7 & 12 of the Fair Labor Standards Act of 1938, as amended and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof, and in accordance with all applicable State and Federal Laws and regulations governing general conditions for Labor employed in the production of such goods.

10. **OSHA CERTIFICATION.** Seller, in accepting Central Die, LLC.'s order, certifies that he is in compliance with the Occupational Safety and Health Standards Act of 1970 (OSHA) and the orders, rules and regulations issued pursuant thereto as in effect on the date of such acceptance.

11. **CENTRAL DIE, LLC. DESIGNS.** All designs, sketches, blueprints, patterns, dies, tools and/or special appliances furnished or paid for by Central Die, LLC. shall be held by seller at sellers risk and expense, insured by seller against loss by fire and extended coverage, and shall be replaced by the seller if lost or destroyed. Such articles shall remain at Central Die, LLC.'s property and be subject to Central Die, LLC.'s disposition at any time. No use or disclosure of any such items supplied by Central Die, LLC., or any design or production techniques revealed thereby shall be made without the prior written consent of Central Die, LLC.

12. **ASSIGNMENT AND MODIFICATION.** Seller shall not assign or sublet the work done hereunder without the written consent of Central Die, LLC.; but this provision shall not restrict seller in the procurement of component parts or materials. No modification of this order may be made except by means of a formal change order issued by Central Die, LLC.'s purchasing department, but Central Die, LLC. reserves the right to so cancel or modify this order (including without limitation the specifications, quantities and delivery dates) and any difference in the price or time for performance resulting therefrom shall be equitably adjusted or Central Die, LLC. may, at its option, terminate this contract if agreement on an equitable adjustment cannot be reached. Claims for equitable adjustment must be asserted by seller within ten (10) days of Central Die, LLC.'s change order.

13. **CANCELLATION BY CENTRAL DIE, LLC.** Central Die, LLC. shall have the right to cancel this order without cause and Central Die, LLC.'s liability for cancellation of this order without cause shall be limited to sellers actual cost for work and materials applicable solely to this order which shall have been expended when Notice of Cancellation shall be received by seller. Central Die, LLC., may at its option, cancel this order without liability to seller (except for conforming shipments previously accepted by Central Die, LLC.) in the event seller shall cease to exist or become insolvent or the subject of bankruptcy or insolvency proceedings or shall commit a material breach in the performance of any part of its obligation hereunder.

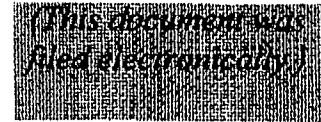
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2009026197-5

Filing Date and Time:
2/19/2009 2:44:18 PM

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Karen Crawford	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Model Die & Mold Inc 3859 Roger B Chaffee SE Grand Rapids MI 49548	



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names						
1a. ORGANIZATION'S NAME Central Die LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 3105 South Taylor Dr PO Box 1024		CITY Sheboygan		STATE WI	POSTAL CODE 530821024	COUNTRY US
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Corporation	1f. JURISDICTION OF ORGANIZATION WI	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names						
2a. ORGANIZATION'S NAME JL French Automotive Castings Inc						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 3101 South Taylor Dr		CITY Sheboygan		STATE WI	POSTAL CODE 53081	COUNTRY US
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION WI	2g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)						
3a. ORGANIZATION'S NAME Model Die & Mold Inc						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 3859 Roger B Chaffee SE		CITY Grand Rapids		STATE MI	POSTAL CODE 49548	COUNTRY US

4. This FINANCING STATEMENT covers the following collateral:

Model Die Job No: 10800 Part Number: 1560

2 Cavity Die Cast Die to produce Volkswagen Jetta bracket 06G903143

Including Tool, die and/or mold manufacture, design, and build, as amended or supplemented; all attachments, accessions, fittings, increases, tools, parts, repairs, supplies, engineering changes, and commingled goods relating to the foregoing property, and all additions, replacements, substitutions and all spare details for all or any of the foregoing property.

This financing statement is being filed pursuant to the Michigan Special Tools Lien Act, Act 481, Michigan Public Acts of 2002, MCL Section 570.541. et. Seq. and/or the Michigan Mold Lien Act, 1981, Act 155, Eff. Jan 1, 1982; Am. 1986, Act 103, Imd. Eff. May 16, 1986, MCL Section 445.611. et. seq and/or any other applicable laws including other states™ laws.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAIOLR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

UCC FINANCING STATEMENT ADDENDUM

Michigan Department of State - Uniform Commercial Code

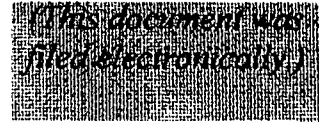
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Central Die LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX



10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME JL French Automotive Castings Inc					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS 4243 Gateway Drive		CITY Sheboygan	STATE WI	POSTAL CODE 53081	COUNTRY US
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION Corporation	11f. JURISDICTION OF ORGANIZATION WI	11g. ORGANIZATIONAL ID #, if any	<input checked="" type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

UCC FINANCING STATEMENT ADDENDUM

Michigan Department of State - Uniform Commercial Code

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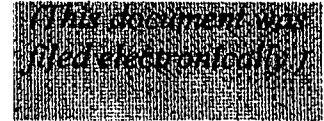
9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Central Die LLC

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:



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11a. ORGANIZATION'S NAME
JL French Automotive Castings Inc

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
20 Prestwick Dr Glasgow KY 42141 US

11d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any

Corporation KY NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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 Filed in connection with a Manufactured-Home Transaction — effective 30 years
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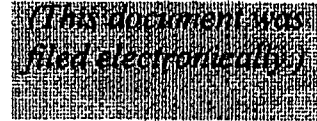
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9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Central Die LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME Central Die LLC					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS 20 Prestwick Dr		CITY Glasgow	STATE KY	POSTAL CODE 42141	COUNTRY US
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION Limited Liability Corporation	11f. JURISDICTION OF ORGANIZATION KY	11g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years



MICHIGAN DEPARTMENT OF STATE

Uniform Commercial Code Section
P.O. Box 30197
Lansing, Michigan 48909-7697
www.michigan.gov/sosucc

Filing Acknowledgement

February 19, 2009

Job Number
U20090219-0851

Initial Filing Number
2009026197-5

Filing Description
Initial Financing Statement

Document Filing Number
2009026197-5

Date/Time of Filing
02/19/2009 02:44 PM

Debtors

Central Die LLC
3105 South Taylor Dr PO Box
1024
Sheboygan WI 530821024

Secured Parties

Model Die & Mold Inc
3859 Roger B Chaffee SE
Grand Rapids MI 49548

JL French Automotive
Castings Inc
3101 South Taylor Dr
Sheboygan WI 53081

JL French Automotive
Castings Inc
4243 Gateway Drive
Sheboygan WI 53081

JL French Automotive
Castings Inc
20 Prestwick Dr
Glasgow KY 42141

Central Die LLC
20 Prestwick Dr
Glasgow KY 42141

The attached document(s) were filed with the Michigan Secretary of State, Uniform Commercial Code Section. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Michigan Department of State
Jeffry C. Nickerson
Filing Officer

File Number: 2009-2369725-85

Filing date: 2/19/2009 2:56:49 PM

Lapse date: 2/19/2014 2:56:49 PM

ACTIONS

Action

File Date

Status

Initial financing Statement

2/19/2009 2:56:49 PM

Active - Filed Online

NAMES

Debtor/Secured Party/Filer

Date Added

Address

Debtor-Central Die LLC

2/19/2009 2:56:49 PM

20 Prestwick Drive
Glasgow KY, 42141
USA

Org Type: Limited Liability Corporation
Org ID: (none)
Jurisdiction: KY

Debtor-JL French Automotive Castings Inc

2/19/2009 2:56:49 PM

20 Prestwick Drive
Glasgow KY, 42141
USA

Org Type: Corporation
Org ID: (none)
Jurisdiction: KY

Debtor-Central Die LLC

2/19/2009 2:56:49 PM

3105 South Taylor Drive PO Box 1024
Sheboygan WI, 53082-1024
USA

Org Type: Limited Liability Corporation
Org ID: (none)
Jurisdiction: WI

Secured party-Model Die & Mold Inc

2/19/2009 2:56:49 PM

3859 Roger B Chaffee SE
Grand Rapids MI, 49548
USA

Filer-Model Die & Mold Inc

2/19/2009 2:56:49 PM

COLLATERAL DESCRIPTION

Date Filed

Collateral Description

2/19/2009 2:56:49 PM

Model Die Job No: 10800 Part Number: 1560

2 Cavity Die Cast Die to produce Volkswagen Jetta bracket 06G903143

Including Tool, die and/or mold manufacture, design, and build, as amended or supplemented; all attachments, accessions, fittings, increases, tools, parts, repairs, supplies, engineering changes, and commingled goods relating to the foregoing property, and all additions, replacements, substitutions and all spare details for all or any of the foregoing property. This financing statement is being filed pursuant to the Michigan Special Tools Lien Act, Act 481, Michigan Public Acts of 2002, MCL Section 570.541, et. Seq. and/or the Michigan Mold Lien Act, 1981, Act 155, Eff. Jan 1, 1982; Am. 1986, Act 103, Imd. Eff. May 16, 1986, MCL Section 445.611, et. seq and/or any other applicable laws including other states' laws.

UCC FINANCING STATEMENT



NAME & PHONE OF CONTACT
 Karen Crawford
 Model Die & Mold Inc
 kcrawford@modeldie.com
 616-243-6996

SEND ACKNOWLEDGMENT TO:
 Karen Crawford
 Model Die & Mold Inc
 kcrawford@modeldie.com

Filing # - 090002174014
 Filed - 2/19/2009 2:09:27 PM
 Wisconsin Department of Financial Institutions

Debtor's Exact Full Legal Name

OR	Organization's Name Central Die LLC				
	Individual's Last Name	First Name	Middle Name	Suffix	
Mailing Address 3105 South Taylor Drive PO Box 1024		City Sheboygan	State WI	Postal Code 53082-1024	Country UNITED STATES
Type Of Organization Limited Liability Company		Jurisdiction of Organization Wisconsin	Organizational ID#, if any None		

OR	Organization's Name JL French Automotive Castings Inc				
	Individual's Last Name	First Name	Middle Name	Suffix	
Mailing Address 3101 South Taylor Drive		City Sheboygan	State WI	Postal Code 53081	Country UNITED STATES
Type Of Organization Business Corporation		Jurisdiction of Organization Wisconsin	Organizational ID#, if any None		

OR	Organization's Name JL French Automotive Castings Inc				
	Individual's Last Name	First Name	Middle Name	Suffix	
Mailing Address 4243 Gateway Drive		City Sheboygan	State WI	Postal Code 53081	Country UNITED STATES
Type Of Organization Business Corporation		Jurisdiction of Organization Wisconsin	Organizational ID#, if any None		

OR	Organization's Name Central Die LLC				
	Individual's Last Name	First Name	Middle Name	Suffix	
Mailing Address 20 Prestwick Drive		City Glasgow	State KY	Postal Code 42141	Country UNITED STATES
Type Of Organization Limited Liability Company		Jurisdiction of Organization Kentucky	Organizational ID#, if any None		

OR	Organization's Name JL French Automotive Castings Inc				
	Individual's Last Name	First Name	Middle Name	Suffix	

Individual's Last Name	First Name	Middle Name	Suffix
Mailing Address 20 Prestwick Drive	City Glasgow	State KY	Postal Code 42141
Type Of Organization Business Corporation	Jurisdiction of Organization Kentucky	Country UNITED STATES	Organizational ID#, if any None

Secured Party's Name (or name of Total Assignee or Assignor S/P)

OR	Organization's Name Model Die & Mold Inc			
	Individual's Last Name	First Name	Middle Name	Suffix
Mailing Address 3859 Roger B Chaffee SE	City Grand Rapids	State MI	Postal Code 49548	Country UNITED STATES

This financing statement covers the following collateral:

Model Die Job No: 10800 Part Number: 1560 2 Cavity Die Cast Die to produce Volkswagen Jetta bracket 06G903143 Including Tool, die and/or mold manufacture, design, and build, as amended or supplemented; all attachments, accessions, fittings, increases, tools, parts, repairs, supplies, engineering changes, and commingled goods relating to the foregoing property, and all additions, replacements, substitutions and all spare details for all or any of the foregoing property. This financing statement is being filed pursuant to the Michigan Special Tools Lien Act, Act 481, Michigan Public Acts of 2002, MCL Section 570.541. et. Seq. and/or the Michigan Mold Lien Act, 1981, Act 155, Eff. Jan 1, 1982; Am. 1986, Act 103, Imd. Eff. May 16, 1986 , MCL Section 445.611.et. seq and/or any other applicable laws including other states' laws.

Alternative Designation:

Not Applicable

Optional Filer Reference Data:

Not filled in.

Miscellaneous:

Not filled in.

Debtor Type:

Not Applicable

Form Type:

UCC Financing Statement



3859 Roger B Chaffee SE
 Grand Rapids, MI 49548
 (616) 243-6996 Fax (616) 243-9874

INVOICE

NO. 010751

SPECIALIZING IN INJECTION & COMPRESSION MOLDS

Sold to Customer:

Central Die LLC - A/P
 3105 South Taylor Dr
 PO Box 1024
 Sheboygan, WI 53082-1024

Invoice Date	6/22/2009
Our Job No.	010800
Your Order No.	117152
Terms	Net 60 days
Part Number	1560
Mold / Tool No.	

Description	Amount
-------------	--------

DUE AT COMPLETION	\$75,000.00
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2 CAVITY DIE CAST DIE TO PRODUCE VW BRACKET 06g-903-143 PN 1560.

COST INCLUDES DESIGN, ALL MATERIAL, CERTIFICATIONS AND ONE HYDRAULIC SLIDE PER CAVITY

EXPEDITED DELIVERY

\$225,000.00	TOTAL COST OF MOLD
75,000.00	LESS: PREPAYMENT RECEIVED INVOICE #10356
75,000.00	LESS: DUE AT TRYOUT RECEIVED INVOICE #10579
\$ 75,000.00	REMAINING COST OF MOLD

TOTAL AMOUNT DUE THIS INVOICE \$75,000.00

TITLE TO ABOVE AND RISK OF LOSS PASSES TO CUSTOMER AT TIME AND PLACE OF SHIPMENT AT 3859 ROGER B CHAFFEE SE GRAND RAPIDS MI. THE LAWS OF THE STATE OF MICHIGAN SHALL GOVERN ALL ASPECTS INVOLVING THE MANUFACTURE AND SALE DOCUMENTED BY THIS INVOICE. APPLICABLE MICHIGAN LAWS INCLUDE, BUT ARE NOT LIMITED TO, THE MOLD LIEN LAW, AS AMENDED (BEING MCLA 445-611 ET SEQ).

WHEN TITLE TO ABOVE PASSES, ANY UNPAID BALANCES SHALL BE SECURED BY THE FILING OF A FINANCING STATEMENT IN MICHIGAN, KENTUCKY, AND WISCONSIN.



3859 Roger B Chaffee SE
 Grand Rapids, MI 49548
 (616) 243-6996 Fax (616) 243-9874

INVOICE

NO. 010752

SPECIALIZING IN INJECTION & COMPRESSION MOLDS

Sold to Customer:

Central Die LLC - A/P
 3105 South Taylor Dr
 PO Box 1024
 Sheboygan, WI 53082-1024

Invoice Date	6/22/2009
Our Job No.	010800
Your Order No.	P123809-00
Terms	Net 60 days
Part Number	1560
Mold / Tool No.	

Description	Amount
-------------	--------

VW BRACKET-MOVE CORE PINS	\$7,250.00
OPEN UP AND MOVE THE CORE PINS.	
COST INCLUDES: NEW CORE PINS, WIRE BURNING THE HOLES ON THE NEW LOCATION, AND OPENING UP THE COUNTERBORES.	

TOTAL AMOUNT DUE THIS INVOICE \$7,250.00

TITLE TO ABOVE AND RISK OF LOSS PASSES TO CUSTOMER AT TIME AND PLACE OF SHIPMENT AT 3859 ROGER B CHAFFEE SE GRAND RAPIDS MI. THE LAWS OF THE STATE OF MICHIGAN SHALL GOVERN ALL ASPECTS INVOLVING THE MANUFACTURE AND SALE DOCUMENTED BY THIS INVOICE. APPLICABLE MICHIGAN LAWS INCLUDE, BUT ARE NOT LIMITED TO, THE MOLD LIEN LAW, AS AMENDED (BEING MCLA 445-611 ET SEQ).

WHEN TITLE TO ABOVE PASSES, ANY UNPAID BALANCES SHALL BE SECURED BY THE FILING OF A FINANCING STATEMENT IN MICHIGAN, KENTUCKY, AND WISCONSIN.

Central Die, LLC

** PURCHASE ORDER **
P117152 - 00

SUPPLIER

MODEL DIE & MOLD
3859 ROGER B. CHAFFEE MEMORIAL DR
GRAND RAPIDS MI 49548

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Central Die, LLC
20 Prestwick Drive
Glasgow KY 42141
USA

ORDER PLACED WITH

Job # 10800

PAGE 1

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Central Die, LLC
Accounts Payable
3105 South Taylor Drive
PO Box 1024
Sheboygan WI 53082-1024
USA



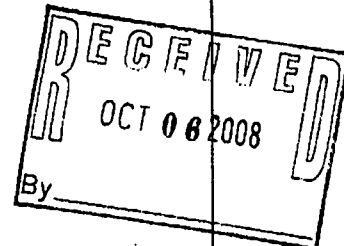
(616)243-9874
IN US DOLLARS



616-243-9874

P.O. DATE	VENDOR	SHIP VIA	FOB DESCRIPTION	TERMS	DELIVERY DATE
10/01/08	MOD25	See Below on PO	SHIPPING POINT	NET 60 DAYS	SEE BODY
SPECIAL CHARGES		FREIGHT	BUYER	BUYER NUMBER	401
			Deanne Davis 920-458-7724		

QUANTITY	UNIT PRICE	AMOUNT
<p>EQUAL OPPORTUNITY / AFFIRMATIVE ACTION The seller will comply with all provisions of Executive Order 11246 as amended, the provisions found in 41 C.F.R. sec. 60-741 (Disabled Persons) and sec.60-250 (Veterans), and all relevant rules, regulations, and orders of the Secretary of Labor</p> <p>ROUTING INSTRUCTIONS: For Freight greater than 100# Call for instructions:</p> <p>TAYLOR PLANT: ANN STONE 920-453-4357 GATEWAY: STEVE PITTMER 920-453-4489 GLASGOW, KY: KARLA ADAMS 270-651-8334</p> <p>FOR FREIGHT LESS THAN 100#'S USE UPS GROUND ACCOUNTS AS FOLLOWS: GLASGOW - PRESTWICK - 1W8E04 GLASGOW - AMERICAN - 70A94X NOVI - ALL - 1F9829 SHEBOYGAN - GATEWAY - 7XW228 SHEBOYGAN - TAYLOR - 588496 For any issues, please contact the buyer for further clarification. These new routing instructions supersede all prior routing instructions. Central Die Receiving Department requires that all shipments to Central Die locations have the purchase order noted on the shipping documentation.</p>		



TOTAL

PRIOR TO DELIVERY, ANY APPLICABLE HAZARDOUS MATERIAL SAFETY DATA SHEETS MUST BE PROVIDED. QUALITY OF THIS MATERIAL MUST BE IN CONFORMANCE WITH BLUEPRINT PER ANY ENGINEERING CHANGE NOTED BELOW.

- ALL PACKAGES, PACKING SLIPS, BILLS OF LADING, AS WELL AS INVOICE MUST BE PLAINLY MARKED WITH OUR ORDER NUMBER AND PART NUMBER AND THE LATEST BLUEPRINT REVISION.
- THIS PURCHASE ORDER MUST BE SIGNED AND RETURNED TO US PROMPTLY REGARDLESS OF ANY OTHER FORM SENT.

CONTINUED

BUYER SIGNATURE

Central Die, LLC

** PURCHASE ORDER **

F117152 - 00

SUPPLIER

MODEL DIE & MOLD
3859 ROGER B. CHAFFEE MEMORIAL DR
GRAND RAPIDS MI 49548

ORDER PLACED WITH

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Central Die, LLC
20 Prestwick Drive
Glasgow KY 42141
USA

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Central Die, LLC
Accounts Payable
3105 South Taylor Drive
PO Box 1024
Sheboygan WI 53082-1024
USA

PHONE

(616)243-9874
IN US DOLLARS

FAX

616-243-9874

P.O. DATE	VENDOR	SHIP VIA	FOB DESCRIPTION	TERMS	DELIVERY DATE
10/01/08	MOD25	See Below on PO	SHIPPING POINT	NET 60 DAYS	SEE BODY
SPECIAL CHARGES	FREIGHT	BUYER	BUYER NUMBER		
		Deanne Davis 920-458-7724	401		

	QUANTITY	UNIT PRICE	AMOUNT
<p>Central Die will return freight that is not accompanied by shipping documentation and the correct purchase order on it. Central Die will do so at the suppliers' expense.</p> <p>Suppliers are required to comply with QS 9000/TS 16949, ISO 14000, and 100% delivery conformance requirements. Corrective action is required in the event of non-conformance. Details can be found at http://ROUTINGGUIDE.JLFRENCH.COM</p> <p>TOM FARAGE</p> <p>ITEM- CD117101 1 G/L ACCT- 999999999 VW JETTA BRACKET 06G 903 143 B 2 CAVITY CAST DIE TO PRODUCE VW BRACKET 06G903143 PN1560 PER REVISED 7-10 DELIVER ON 1/10/09</p> <p>SKETCHES COST INCLUDES DESIGN, ALL MATERIAL, CERTS & ONE HYD SLIDE PER CAVITY NOTES/TERMS: BUILT TO JLF TOOLING STANDARDS (CURRENT & GLASGOW) SHIP TO GLASGOW PLANT 1 TERMS: ONE-THIRD WITH PURCHASE ORDER,</p>	1.000 EA	225000.0000	225000.00

TOTAL

PRIOR TO DELIVERY, ANY APPLICABLE HAZARDOUS MATERIAL SAFETY DATA SHEETS MUST BE PROVIDED. QUALITY OF THIS MATERIAL MUST BE IN CONFORMANCE WITH BLUEPRINT PER ANY ENGINEERING CHANGE NOTED BELOW.

- ALL PACKAGES, PACKING SLIPS, BILLS OF LADING, AS WELL AS INVOICE MUST BE PLAINLY MARKED WITH OUR ORDER NUMBER AND PART NUMBER AND THE LATEST BLUEPRINT REVISION.
- THIS PURCHASE ORDER MUST BE SIGNED AND RETURNED TO US PROMPTLY REGARDLESS OF ANY OTHER FORM SENT.

CONTINUED

BUYER SIGNATURE

Central Die, LLC

** PURCHASE ORDER **
P117152 - 00

SUPPLIER

MODEL DIE & MOLD
3859 ROGER B. CHAFFEE MEMORIAL DR
GRAND RAPIDS MI 49548

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Central Die, LLC
20 Prestwick Drive
Glasgow KY 42141
USA

ORDER PLACED WITH

PAGE 3

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Central Die, LLC
Accounts Payable
3105 South Taylor Drive
PO Box 1024
Sheboygan WI 53082-1024
USA

PHONE

(616)243-9874
IN US DOLLARS

FAX

616-243-9874

P.O. DATE	VENDOR	SHIP VIA	FOB DESCRIPTION	TERMS	DELIVERY DATE
10/01/08	MOD25	See Below on PO	SHIPPING POINT	NET 60 DAYS	SEE BODY
SPECIAL CHARGES		FREIGHT	BUYER Deanne Davis 920-458-7724	BUYER NUMBER	401
ONE-THIRD UPON MOLD TRYOUT, & BALANCE IN 60 DAYS PAYMENT TERMS & CONDITIONS ARE PER CENTRAL DIE TERMS & CONDTIONS. ANY EXCEPTIONS MUST BE APPROVED IN WRITING BY THE VP OF FINANCE OF CENTRAL DIE.			QUANTITY	UNIT PRICE	AMOUNT

PRIOR TO DELIVERY, ANY APPLICABLE HAZARDOUS MATERIAL SAFETY DATA SHEETS MUST BE PROVIDED. QUALITY OF THIS MATERIAL MUST BE IN CONFORMANCE WITH BLUEPRINT PER ANY ENGINEERING CHANGE NOTED BELOW.

- ALL PACKAGES, PACKING SLIPS, BILLS OF LADING, AS WELL AS INVOICE MUST BE PLAINLY MARKED WITH OUR ORDER NUMBER AND PART NUMBER AND THE LATEST BLUEPRINT REVISION.
- THIS PURCHASE ORDER MUST BE SIGNED AND RETURNED TO US PROMPTLY REGARDLESS OF ANY OTHER FORM SENT.

TOTAL

225000.00



BUYER SIGNATURE